Hearing Date: March 17, 2010 at 9:30 a.m. (E.T.)
Objection Deadline: March 12, 2010 at 5:00 p.m. (E.T.)

LAW OFFICES OF DAVID C. MCGRAIL
676A Ninth Avenue #211
New York, New York 10036
(646) 290-6496
(646) 224-8377 Facsimile
David C. McGrail (DM 3904)

Counsel to HydroGen, L.L.C.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
HYDROGEN, L.L.C.,	)	Bankr. Case No.: 08-14139 (AJG)
Debtor.	)	

NOTICE OF HEARING ON DEBTOR'S MOTION FOR AN ORDER APPROVING AGREEMENT OF PURCHASE AND SALE AND AUTHORIZING THE SALE OF THE DEBTOR'S INTELLECTUAL PROPERTY AND RELATED ASSETS FREE AND CLEAR OF INTERESTS THEREIN

PLEASE TAKE NOTICE that HydroGen, L.L.C. (the "Debtor") has filed a motion (the "Motion"), pursuant to Bankruptcy Code sections 105 and 363 and Bankruptcy Rules 2002 and 6004, for an order approving an agreement of purchase and aale, dated February 23, 2010, between the Debtor and Michael Casey or his corporate designee, and authorizing the Debtor to sell its intellectual property and related assets to the purchaser free and clear of any interests therein for a purchase price of $12,000.

PLEASE TAKE FURTHER NOTICE that a hearing to consider the Motion will be held before the Honorable Arthur J. Gonzalez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, 6th Floor, New York, NY 10044-1408 on **March 17, 2010 at 9:30 a.m.** (Eastern Time).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion must (a) be in writing and state with particularity the grounds therefor and (b) be filed with the Clerk of the Bankruptcy Court and served upon and received by the undersigned counsel on or before **March 12, 2010 at 5:00 p.m.** (Eastern Time).

DATED: February 23, 2010
New York, New York

LAW OFFICES OF DAVID C. MCGRAIL

/s/ David C. McGrail
David C. McGrail, Esq. (DM 3904)
676A Ninth Avenue #211
New York, New York 10036
Telephone: (646) 290-6496
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Counsel to HydroGen, L.L.C.

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: HYDROGEN, L.L.C., Debtor.	)	Chapter 11 Bankr. Case No.: 08-14139 (AJG)

DEBTOR'S MOTION FOR AN ORDER APPROVING AGREEMENT OF PURCHASE AND SALE AND AUTHORIZING THE SALE OF THE DEBTOR'S INTELLECTUAL PROPERTY AND RELATED ASSETS FREE AND CLEAR OF INTERESTS THEREIN

Debtor and debtor-in-possession HydroGen, L.L.C. (the "Debtor"), by and through its undersigned counsel, hereby submits this motion (the "Motion"), pursuant to Bankruptcy Code sections 105 and 363 and Bankruptcy Rules 2002 and 6004, for an order approving an Agreement of Purchase and Sale, dated February 23, 2010 (the "PSA"), between the Debtor and Michael Casey or his corporate designee (the "Purchaser"), and authorizing the Debtor to sell its intellectual property and related assets to the Purchaser free and clear of any interests therein, and in support of the Motion respectfully represents as follows:

JURISDICTION

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this case and this Motion in this District is proper pursuant to 28 U.S.C. §§

1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicates for the relief requested herein are Bankruptcy Code sections 105 and 363 and Bankruptcy Rules 2002 and 6004.

BACKGROUND

2. The Debtor's products used air-cooled phosphoric acid fuel cell technology developed and successfully tested by Westinghouse in the 1980s and early 1990s and funded in part by the Department of Energy in connection with its efforts to meet public demand for inexpensive, reliable, ultra-clean power generation.

3. This technology was maintained by Westinghouse as trade secrets and was transferred to the Debtor on an exclusive basis through intermediary owners.

4. The Debtor took steps to bring that technology to commercial viability, successfully demonstrating its 500 kW fuel cell power plant at a demonstration facility in Ashtabula, Ohio.

5. On October 22, 2008, the Debtor filed with this Court a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code.

6. On November 14, 2008, in an effort to sell all of its assets, the Debtor filed a motion for orders (A)(i) approving auction procedures and bidding protections (the "Procedures"), (ii) scheduling an auction, (iii) approving its form of asset purchase agreement, and (iv) scheduling a hearing to consider (a) approval of any sale(s) and (b) the assumption and assignment of executory contracts and unexpired leases; (B) approving the notice of the respective dates, times, and places for the auction and the sale hearing, respectively; (C) authorizing the sale(s) free and clear of all liens, claims, encumbrances, and other interests; (D) authorizing the assumption and assignment of the assumed contracts in connection with the

sale(s) and the rejection of other executory contracts and unexpired leases; (E) authorizing it to consummate all transactions related to the above; and (F) granting such other relief as is fair and equitable.

7. On November 19, 2008, this Court entered an Order (the "Procedures Order"), among other things, approving the Procedures and scheduling a December 8, 2008 auction.

8. The Debtor marketed all of its assets, including its intellectual property, to potential purchasers, inviting them to bid on assets as a whole or piecemeal.

9. No party bid on the Debtor's intellectual property, and the Debtor, in consultation with the agent for its secured lenders (the "Agent") and the official committee of unsecured creditors (the "Committee"), canceled the auction, as allowed by the Procedures and the Procedures Order.

10. The Debtor has continued to market its intellectual property since the auction was cancelled, seeking both offers from potential purchasers and parties willing to assist with the sale of the intellectual property on a commissioned basis. A description of the Debtor's intellectual property, which consists primarily of trade secrets, is attached hereto as Exhibit A.

11. On January 12, 2010, the Purchaser's affiliate provided the Debtor with a $3,000 deposit toward the purchase of the debtor's intellectual property and related assets.

12. On February 23, 2010, the Purchaser and the Debtor executed the PSA, a copy of which is attached hereto as Exhibit B.

13. The PSA provides for the sale of the Debtor's intellectual property and certain other assets to the Purchaser for a purchase price of $12,000. Specifically, the PSA provides for the sale of all tangible and intangible assets of the Debtor (collectively, the

"Purchased Assets") including:

(a) all intellectual property of any sort, including patents, patent applications; trade marks, trade names, logos, designs, formulas and licences;

(b) all trade secrets;

(c) the word "HydroGen" as part of a corporate name, trade name, logo, trade mark, brand or design;

(d) the design, content, URL, domain name and all related or ancillary rights of the website at www.hydrogenllc.net; and

(e) all remaining equipment, parts and inventory of any sort whatsoever.[1]

14. Pursuant to the PSA, insurance policies and proceeds, rights to premium returns and other rights related thereto, and any and all causes of action and claims including, without limitation, those assigned to the Official Committee of Unsecured Creditors and those set forth in Adversary Proceeding No. 09-01142 (AJG), are specifically excluded from the Purchased Assets. Moreover, the Debtor is allowed to maintain a copy of its hard drive for litigation purposes. In addition, the Purchaser may not destroy any Purchased Assets until the conclusion of Adversary Proceeding No. 09-01142 (AJG) and will produce any documents required to be produced in that action under applicable law, with the reasonable photocopying costs of producing such copies to be paid by the party requesting the copies.

RELIEF REQUESTED

15. By this Motion, the Debtor respectfully requests, pursuant to Bankruptcy Code sections 105 and 363 and Bankruptcy Rules 2002 and 6004, an order approving the PSA and authorizing the Debtor to sell the Purchased Assets to the Purchaser free and clear of any interests therein.

---

[1] The Debtor does not believe that it has any unexpired intellectual property licenses or owns any remaining equipment, parts, or inventory.

BASIS FOR RELIEF REQUESTED

16. Although the Bankruptcy Code does not specifically define the term "ordinary course," bankruptcy courts in this district have established a two-part test to determine whether a proposed transaction is in the ordinary course of business:

> In the first part of this test, the 'vertical dimension' test, a court analyzes the transaction 'from the vantage point of a hypothetical creditor and inquires whether the transaction subjects a creditor to economic risks of a nature different from those [it] accepted' when it initially contracted with the debtor. In the second part of the analysis, the 'horizontal dimension' test, the court must determine 'whether the postpetition transaction is of a type that other similar businesses would engage in as ordinary business.' Under this two-part analysis, 'the touchstone of 'ordinariness' is thus the interested parties' reasonable expectations of what transactions the debtor in possession is likely to enter in the course of its business.

In re Coordinated Apparel, Inc., 179 B.R. 40, 43 (Bankr. S.D.N.Y. 1995).

17. In this case, a hypothetical creditor would not expect the sale of all or a portion of the Purchased Assets. In addition, the sale would probably not be considered a usual and customary transaction for similar businesses within the Debtor's industry. Therefore, in all likelihood, the sale would be considered outside of the ordinary course of business.

18. Under Bankruptcy Code section 363(b)(1), a debtor is required to provide a business justification for a proposed use and sale of property of the estate other than in the ordinary course of business. See, e.g., In re Lionel Corp., 722 F.2d 1063, 1070 (2d Cir. 1983) ("[T]here must be some articulated business justification . . . for using, selling or leasing property out of the ordinary course of business before the bankruptcy judge may order such disposition under section 363(b)"); In re Global Crossing Ltd., 295 B.R 726, 742-44 (S.D.N.Y. 2003) (discussing business judgment rule in the context of 11 U.S.C. § 363(b)).

19. In this case, the Debtor submits that the decision to sell the Purchased Assets is based upon its sound business judgment and should be approved.

20. As described above, the Debtor has already conducted an exhaustive marketing campaign for sale of the Purchased Assets, which has now lasted over a year and a half. The Purchaser was the first party to make an offer for the Purchased Assets.

21. In addition, the Debtor has liquidated the majority of its assets and, at this juncture, has no use for the Purchased Assets in connection with any operations.

22. Moreover, the Debtor continues to incur storage costs with respect to certain of the Purchased Assets. The Purchaser has agreed to take possession of those assets at its expense.

23. For these reasons, among others, in the exercise of its reasonable business judgment, the Debtor has determined that the sale of the Purchased Assets pursuant to the PSA is the best means by which to maximize value for its creditors. Accordingly, the Debtor submits that the PSA should be approved and the Debtor should be authorized to sell the Purchased Assets to the Purchaser free and clear interests therein.

Sale Free and Clear of Interests

24. Pursuant to Bankruptcy Code section 363(f), a debtor-in-possession may sell property free and clear of interests in such property if one of the following conditions is satisfied:

> applicable nonbankruptcy law permits the sale of such property free and clear of such interest;
>
> the lienholder or claimholder consents;
>
> such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
>
> such interest is in bona fide dispute; or

> the lienholder or claimholder could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. §§ 363(f).

25. The Debtor anticipates that any party claiming an interest (including a lien) in the Purchased Assets will consent to the sale because it maximizes the value thereof. In addition, all interests (including liens) in the Purchased Assets will be satisfied or will attach to the remaining net proceeds of the sale of the Purchased Assets with the same force, effect, and priority as such interests currently have in the Purchased Assets, subject to the rights and defenses, if any, of the Debtor and all interested parties (including the Committee) with respect thereto.

26. Moreover, if a holder of an interest receives the requisite notice of this Motion and does not object within the prescribed time period, such holder will be deemed to have consented to the proposed sale and the Purchased Assets may then be sold free and clear of such holder's interest. See, e.g., Veltman v. Whetzel, 93 F.3d 517 (8th Cir. 1996) (failure to object to proposed sale, coupled with agreement to stipulation on authorizing sale free of interest, constituted consent); Hargrave v. Pemberton (In re Tabore, Inc.), 175 B.R. 855 (Bankr. D. N.J. 1994) (failure to object to notice of sale or attend hearing deemed consent to sale for purposes of 363).

27. Accordingly, the Debtor submits that the sale of the Purchased Assets free and clear of interests satisfies the statutory requirements of Bankruptcy Code section 363(f).

The Debtor has Presented the Proposed Sale(s) in Good Faith

28. Section 363(m) provides that:

> The reversal or modification on appeal of an authorization under [section 363(b) or (c)] of a sale or lease of property does not affect the validity of the sale or lease under such authorization to an

> entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

29. In this jurisdiction, a bankruptcy court is not required to make an explicit finding of good faith in order to authorize a sale under the Bankruptcy Code. See Harbison-Fischer Mfg. Co. v. Zinke (In re Zinke), 97 B.R. 155, 156 (E.D.N.Y. 1989) (finding that a duty to make an explicit finding of good faith before permitting a sale "has not been imposed by the Second Circuit or the United States Supreme Court").

30. Although the Bankruptcy Code does not define the term "good faith purchaser," courts interpreting section 363(m) have held that "to show lack of good faith [a party] must show fraud, collusion . . . or an attempt to take grossly unfair advantage of other bidders." Marin v. Coated Sales, Inc. (In re Coated Sales, Inc.), 1990 WL 212899, at *2 (S.D.N.Y. Dec. 13, 1990); see generally In re Colony Hill Associates, 111 F.3d 269 (2nd Cir. 1997) (stating that determination of "in good faith" is based upon traditional equitable principles, including whether there has been full disclosure to the bankruptcy court); see also In re Sasson Jeans, Inc., 90 B.R. 608, 610 (S.D.N.Y. 1988) (quoting In re Bel Air Assocs., Ltd., 706 F.2d 301, 305 (10th Cir. 1983)). Yet, because there is no bright line test, courts examine the facts of each case by concentrating on the "integrity of [an actor's] conduct during the sale proceedings." In re Pisces Leasing Corp., 66 B.R. 671, 673 (E.D.N.Y. 1986) (quoting In re Rock Indus. Machinery Corp., 572 F.2d 1195, 1198 (7th Cir. 1978)).

31. There is no evidence of fraud, collusion, or other impropriety in connection with the proposed sale. As indicated, the Debtor's desire to sell the Purchased Assets is driven by a desire to maximize the value thereof.

32. Accordingly, the sale pursuant to the PSA has been proposed, and is, in good faith.

Request for Relief Under Bankruptcy Rule 6004(g)

33. Rule 6004(g) of the Bankruptcy Rules provides, in substance, that an order authorizing the sale of a debtor's property is stayed for a period of ten days after entry of the order unless the court orders otherwise.

34. In this case, the Debtor submits that it should be authorized to close and consummate the sale of the Purchased Assets immediately after entry of any order. Among other things, the PSA requires that closing occur on or before March 31, 2010.

NO PRIOR APPLICATION

35. Except as described herein, no previous motion for the relief sought herein has been made to this or any other Court.

WHEREFORE the Debtor respectfully requests that the Court enter an order, in the form attached hereto as Exhibit C, granting the relief requested herein and such other and further relief as may be just.

DATED: February 23, 2010
New York, New York

LAW OFFICES OF DAVID C. MCGRAIL

s/ David C. McGrail
David C. McGrail, Esq. (DM 3904)
676A Ninth Avenue #211
New York, New York 10036
Telephone: (646) 290-6496
Facsimile: (646) 224-8377

Counsel to the Debtor

EXHIBIT A

HydroGen Owned Intellectual Property

HydroGen owns certain rights and manufacturing assets for the Phosphoric Acid Fuel Cell technology developed in the 1980s and early 1990s by Westinghouse. As part of the DOE-Westinghouse program, Westinghouse obtained a revocable, non-exclusive license to use all technology developed pursuant to the DOE sponsored program. In addition, Westinghouse undertook its own development of module designs and manufacturing plans, and constructed a manufacturing facility and working prototype module. During this manufacturing and prototype program, Westinghouse privately developed recipes, processes and plans for designing and manufacturing phosphoric acid fuel cells. That intellectual property, maintained by Westinghouse as trade secrets, has been transferred to HydroGen along with all of Westinghouse's rights to the technology developed under the DOE research and development program, and has since been maintained as closely held secrets. In addition, HydroGen has employed several of the former Westinghouse engineers who developed the technology, and has transferred their knowledge base to a new team of engineers.

Most of the HydroGen core intellectual property has been maintained as trade secrets, which are kept in the form of drawings, recipes, process descriptions and other writings in its files. Westinghouse transferred all of its intellectual property related to the PAFC program, including the trade secrets, to Environmental Energy Services, Inc (EESI), the predecessor company to Fuel Cell Corporation of America (FCA), on or about March 31, 1993 pursuant to a general assignment set forth in the asset purchase agreement. FCA/EESI maintained these trade secrets, until ultimately transferring the assets to HydroGen in the fall of 2001. HydroGen has kept, and intends to continue to keep, these secrets closely guarded, distributing them on a need to know basis only, and implementing strict confidentiality and non-use agreements when disclosure is necessary.

HydroGen continued the Westinghouse policy of using trade secrets as the principal mode to protect its intellectual property. As HydroGen makes improvements to the existing technology or develops new technology, HydroGen will re-evaluate this policy, and determine an optimal combination of patent and closely-held trade secret protection.

Although most of the core technology has been maintained as trade secrets, Westinghouse did apply for and receive patents from time to time. These were all subsequently assigned to the DOE. Most of the DOE patents have either expired or were allowed by the DOE to lapse. The DOE did, however, maintain four patents, two of which remain in effect today. On August 26, 2005, HydroGen LLC, the wholly owned subsidiary of HydroGen Corporation, entered into a patent license with the Department of Energy to license the four patents for its business operations (a copy of which is attached hereto as Exhibit ___). The DOE granted the license because it will promote the interests of the federal government and the public and provide incentive to the Company to bring the inventions to a practical application. The four DOE patents (including the two which have since expired) that are subject to the license are as follows:

Patent No.	**Subject Matter of Patent**	**Expiration date**
4978591	Corrosion Free Phosphoric Acid Fuel Cells	9/2009
4732822	Fuel Cell Acid Supply System	Expired 5/2006
4853301	Fuel Cell Plates with Skewed Process Channels	Expired 2/2006
5096786	Integral Edge Seal for Phosphoric Acid Fuel Cells	9/2009

The DOE patent license is irrevocable and exclusive to the Company except to the extent the government may require the Company to issue sublicenses to parties for health and safety needs. The license is royalty free. The company was obligated to, and did, spend not less than $1,000,000 in development of products using the patents during the first year of the license. The company may grant sublicenses to third parties with the permission of the DOE. The company committed that the products embodying the licensed inventions will be manufactured substantially in the United States. The company is obligated to provide various reports to the DOE about its development of products. The license may be terminated in whole or in part if the Company does not execute its development plan as required under the license, fails to make any required reports, breaches the agreement or the DOE determines that termination is necessary to meet requirements for public use as specified in federal regulations and those regulatory requirements are not being met by the Company.

EXHIBIT B

AGREEMENT OF PURCHASE AND SALE

B E T W E E N:

MICHAEL CASEY
ON BEHALF OF A COMPANY TO BE INCORPORATED
(the "Purchaser")

- and -

HYDROGEN LLC.
(the "Vendor")

- and -

HYDROGEN CORPORATION
("HydroGenCorp.")

Definitions

1.01 The following terms shall have the following meanings throughout this Agreement:

(a) the "Closing Date" shall mean no later than five business days following approval of this agreement by the Bankruptcy Court or such other date and time agreed to between the parties;

(b) the "Purchased Assets" shall mean: all of the Vendor's right, title and interest in or to the intellectual property, equipment, chattels, and tangible property described in Schedule "A";

(c) "Excluded Assets" shall mean, subject to section 8 below, (i) any insurance policies and proceeds, rights to premium returns and other rights related thereto, and (ii) any and all causes of action and claims including, without limitation, those assigned to the Official Committee of Unsecured Creditors and those set forth in Adversary Proceeding No. 09-01142 (AJG).

Binding Offer

2.01 Upon approval by the Bankruptcy Court, this Offer shall become a binding Agreement of Purchase and Sale between the Purchaser and the Vendor pursuant to its terms.

Purchase Price and Terms

3.01 The Purchaser agrees to purchase from the Vendor and the Vendor agrees to sell the Purchased Assets, other than the Excluded Assets, to the Purchaser, for the total sum of **U.S. twelve thousand dollars (U.S. $12,000.00) plus other consideration** payable as set out below.

3.02 The Purchase Price shall be paid:

(a) by cheque payable to HydroGen LLC in the amount of U.S.$3,000 provided with this offer as a deposit; and

(b) by a certified cheque or bank draft in the amount of U.S.$9,000 payable to HydroGen LLC and delivered on the Closing Date.

3.03 The Purchaser reserves the right to give non-voting common shares of the Canadian operating company to which the Purchased Assets will be transferred to a nominee to hold on behalf of the current secured and unsecured creditors of the Vendor, the number of shares to be given to be determined by the Purchaser at its sole discretion.

3.04 The Vendor agrees to execute all such documents and instruments as may be necessary or desirable to give effect to the foregoing. If the Vendor fails to do so within 30 days of being required to do so, the Purchaser is authorized with full power of attorney on behalf of and in the name of the Vendor to execute and deliver all such documents and instruments.

3.05 If the Bankruptcy Court declines to approve this Agreement, then the Vendor shall promptly return the deposit to the Purchaser.

Title and Possession

4.01 The Vendor represents and warrants to the Purchaser that the Vendor is the owner of the Purchased Assets with good and marketable title free and clear of all encumbrances and on closing the Bankruptcy Court purchase order shall provide that the Purchased Assets are being sold to the Purchaser as a good faith purchaser, free and clear of any interest in the Purchased Assets pursuant to Bankruptcy Code section 363.

4.02 The foregoing representation and warranty shall survive execution of this agreement and closing of this transaction for a period of five years.

4.03 The vendor agrees that, on completion of this transaction, it will take all necessary steps to change its name as soon as is practical and to cease using "HydroGen" as any part of its name or business.

4.04 HydroGenCorp. consents to this transaction and agrees that, on completion of this transaction, it will take all necessary steps to change its name as soon as is practical and will cease using "HydroGen" as any part of its name or business.

4.05 Notwithstanding anything contained herein to the contrary, the Purchaser will not destroy any Purchased Assets until the conclusion of Adversary Proceeding No. 09-01142 (AJG) and will produce any documents required to be produced in that action under applicable laws, the reasonable photocopying costs of producing such copies to be paid by the party requesting the copies.

4.06 The Vendor will be entitled to retain copies of such documents in written or electronic format as may reasonably be required for the conduct of ongoing or anticipated litigation involving the Vendor, including a copy of the Vendor's hard drive, provided that the document copies are used solely for the purposes of litigation and are treated as confidential and not disclosed to third parties, except as required for litigation.

Purchaser's Conditions

5.01 The obligations of the Purchaser under this Agreement are subject to the conditions stated below which are for the exclusive benefit of the Purchaser and all or any of which may be waived by the Purchaser. If any condition is not satisfied on or before the Closing Date, the Purchaser may terminate this Agreement by notice to the Vendor:

(a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date;

(b) the Purchaser shall have obtained the consent of all necessary parties, including any court having jurisdiction over the bankruptcy of the Vendor, for the completion of the sale of the Purchased Assets: and

(c no damage to or destruction of a material part of the Purchased Assets shall have occurred.

5.02 The Purchaser shall have until the Closing Date to satisfy itself that the conditions have been satisfied. If the Closing Date does not occur by March 31, 2010_and the Purchaser chooses not to exercise any right of waiver, then the Purchaser shall deliver written notice to the Vendor, this Agreement shall be terminated, the deposit payment will be returned and the Vendor will have no recourse against the Purchaser.

Closing

6.01 On the Closing Date the Vendor shall deliver the following documents to the Purchaser:

(a) The Bankruptcy Court order approving the sale of the Purchased Assets to the Purchaser, in form and substance satisfactory to the Purchaser; and

(b) Instruments of conveyance of the intellectual property elements of the Purchased Assets, as may reasonably be required to effect the conveyance to the Purchaser, in form and substance satisfactory to the Purchaser.

6.02 The closing of this transaction shall take place at the offices of Triax Capital Advisors, LLC ~~Corporation~~ in New York City, N.Y. or such other place or location as the parties may agree.

6.03 The Purchaser shall on Closing take possession of the Purchased Assets; provided that the Purchaser shall take direct possession of any Purchased Assets located in storage or offsite at the Purchaser's expense, the costs of offsite storage to be at the Vendor's expense until the Closing Date.

Taxes & Duties

7.01 The Purchaser will pay and be responsible for any and all federal, state, provincial, or municipal transfer, sales, or use taxes which may be or become payable as a result of or in connection with the transaction contemplated by this Agreement. On closing, the Purchaser shall provide satisfactory evidence to the Vendor that all such taxes have been or will be paid, or will provide copies of any exemption certificates which may apply.

Loss or Damage and Insurance

8.01 Prior to closing, the Purchased Assets shall be and remain at the risk of the Vendor, and the Vendor will hold all policies of insurance, if any, on the Purchased Assets and the proceeds (if any) in trust for the Vendor and the Purchaser as their respective interests may appear. After Closing, the Purchased Assets shall be at the risk of the Purchaser.

8.02 In the event of substantial damage to the Purchased Assets occurring on or before closing, the Purchaser may either have the proceeds of insurance and complete this transaction or may cancel this Agreement of Purchase and Sale.

8.03 Where any damage to the Purchased Assets occurring on or before closing is not substantial, the Purchaser shall be obligated to complete this Agreement of Purchase and Sale, and shall only be entitled to the proceeds of any insurance referable to such damage (if any), and shall also be entitled to a reduction in the Purchase Price as the parties may agree acting reasonably..

Assignment

9.01 The Purchaser shall have the right to assign this Agreement on or prior to the Closing Date.

General Provisions

10.01 This Agreement and the attached Schedule constitute the entire Agreement between the Vendor and the Purchaser and there are no other representations, warranties, agreements, terms, conditions, or provisos affecting this Agreement or the Purchased Assets.

10.02 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A.

10.03 The representations, warranties and obligations contained in this Agreement or in any document delivered pursuant to this agreement shall survive the closing of the transaction contemplated by this Agreement.

10.04 Each of the parties shall from time to time, both before and after the Closing Date, diligently take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may, in the reasonable opinion of counsel for the other, be necessary or advisable to give effect to this Agreement, at the expense of the party so requesting.

10.05 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

DATED at Toronto this 21st day of February, 2010.

Michael Casey

Accepted this 23rd day of February, 2010

HydroGen LLC

Per: ______________________
Authorized Signing Officer

HydroGen Corp.

Per: ______________________
Authorized Signing Officer

SCHEDULE "A" - PURCHASED ASSETS

All tangible and intangible assets of the Vendor any sort and of any nature, including, without limiting the generality of the foregoing:

(a) all intellectual property of any sort, including patents, patent applications; trade marks, trade names, logos, designs, formulas and licences;

(b) all trade secrets;

(c) the word "HydroGen" as part of a corporate name, trade name, logo, trade mark, brand or design;

(d) the design, content, URL, domain name and all related or ancillary rights of the website at www.hydrogenllc.net;

(e) all remaining equipment, parts and inventory of any sort whatsoever.

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
HYDROGEN, L.L.C.,	Bankr. Case No.: 08-14139 (AJG)
Debtor.	

ORDER
APPROVING AGREEMENT OF PURCHASE AND SALE AND AUTHORIZING THE SALE OF THE DEBTOR'S INTELLECTUAL PROPERTY AND RELATED ASSETS FREE AND CLEAR OF INTERESTS THEREIN

Upon the motion (the "Motion"),[1] pursuant to Bankruptcy Code sections 105 and 363 and Bankruptcy Rules 2002 and 6004, for an order approving an Agreement of Purchase and Sale, dated February 23, 2010, between the Debtor and Michael Casey or his corporate designee, and authorizing the Debtor to sell its intellectual property and related assets to the Purchaser free and clear of interests therein; and it appearing that the Court has jurisdiction over this matter; and upon due and sufficient notice of the Motion having been provided; and it appearing that the relief requested in the Motion is reasonable and in the best interests of the Debtor's estate and its creditors; and following a hearing on the Motion on March 17, 2010; and after due deliberation and sufficient cause appearing therefor,

[1] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

IT IS HEREBY FOUND AND DETERMINED THAT:

A. [ ] (the "Purchaser") is hereby deemed a good faith purchaser of the Purchased Assets entitled to the protection of section 363(m) with respect to the transactions contemplated by the PSA; and

B. The sale of the Purchased Assets to the Purchaser does not violate the requirements of section 363(n) of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY:

ORDERED that the Motion be, and it hereby is, granted; and it is further

ORDERED that the PSA is approved; and it is further

ORDERED that the Debtor is authorized to sell the Purchased Assets to the Purchaser in accordance with the terms of the PSA; and it is further

ORDERED that the Purchaser is hereby authorized and directed to purchase the Purchased Assets for the aggregate purchase price of $12,000 in accordance with the terms of the PSA; and it is further

ORDERED that, pursuant to section 363(f) of the Bankruptcy Code, the sale of the Purchased Assets shall be free and clear of all interests, with any such interests (including liens) attaching to the proceeds of the sale of such Purchased Assets with the same force and effect and asserted priority as such interests had against such Purchased Assets, subject to the rights, claims, defenses, and objections, if any, of the Debtor and all interested parties (including the Committee) with respect to such interests; and it is further

ORDERED that the provision in Bankruptcy Rule 6004(g) staying an order authorizing the use, sale, or lease of property until the expiration of 10 days after entry of the order is hereby waived, such that the provisions of this Order are effective immediately; and it is further

ORDERED that the Debtor and the Purchaser are authorized to amend or modify the PSA without further order of the Court, provided that any such amendments or modifications are non-material and are not adverse to the Debtor or its estate and are approved by the Committee; and it is further

ORDERED that this Court shall retain jurisdiction with respect to the interpretation and implementation of the PSA.

Dated: New York, New York
March __, 2010

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The Honorable Arthur J. Gonzalez
United States Bankruptcy Judge